

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands

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American Recovery & Reinvestment Act Funded Project  
Northeast Region ARRA Fuels Reduction

Agreement No:

This agreement is made and entered into by and between Washington State Department of Natural Resources, Po Box 47037, Olympia, Washington 98504-7037, hereinafter referred to as the DNR, and **Contractor's Company**, hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**SPECIAL TERMS AND CONDITIONS**

**Scope of Activity**

The Contractor will perform the work outlined in Attachment A. It contains the scope of activity, objectives and tasks, and deliverables.

All deliverables required under this agreement must be delivered to the DNR contract manager or designee.

The Contractor shall complete all specified activities including submission of reports, and/or other required documentation within the time periods set forth in the agreement. Failure by the Contractor to make satisfactory progress toward completion of the activities or project within the time lines specified in this agreement shall be considered a material breach and shall be grounds for immediate termination of this agreement by the DNR. The DNR has sole discretion to determine whether the Contractor is making satisfactory progress on the activities or project.

**Conduct of Work**

The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this agreement.

**Period of Performance**

**Effective Date:** Subject to its other provisions, the period of performance under this agreement shall commence upon final execution by both parties.

**Completion Date:** This agreement shall terminate on \_\_\_\_\_, or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

**Source of Funding**

This agreement is funded with the American Recovery and Reinvestment Act of 2009 (Recovery Fund), Catalogue of Federal Domestic Assistance # 10.688 - Recovery Act Funding for Wildland Fire Management.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) CONTRACT REQUIREMENTS**

**A. Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act**

Contractor acknowledges and agrees that the American Recovery and Reinvestment Act of 2009, hereinafter “Recovery Act” places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website--Recovery.gov--to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

DNR, as a recipient of Recovery Act funds, must comply with the Recovery Act’s extensive reporting requirements, including quarterly financial and programmatic reporting due within 10 calendar days after the end of each calendar quarter. DNR will require periodic reports from its sub-recipients in order to fulfill its reporting obligations. Contractors receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be made available at a future date.

Contractor agrees to provide to DNR all reports, documentation, or other information, as may be required by DNR to meet reporting obligations under the Recovery Act. Contractors receipt of funds is contingent on Contractor meeting the reporting requirements of Section 1512.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, Contractors receiving Recovery Act funds should be aware that Recovery Act section 1512(c) provides:

Recipient Reports – Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains:

- (1) The total amount of recovery funds received from that agency;
- (2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including:

- (a) The name of the project or activity;
  - (b) A description of the project or activity;
  - (c) An evaluation of the number of jobs created and the number of jobs retained by the project or activity; and
  - (d) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (e) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under the Recovery Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

**B. Registration with Central Contractor Registration (CCR)**

Recipients of funds under the Recovery Act shall register with the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov). This ensures consistent reporting of data about each entity and thereby makes data more useful to the public. In order to register in CCR, a valid Data Universal Numbering System (DUNS) DUNS Number is required and should be included on the cover page or other designated place in this agreement.

**C. Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009 – Davis-Bacon Act**

All laborers and mechanics employed by Contractor and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See U.S. Department of labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm>. Wage determinations can be found at <http://www.wdol.gov>.

The Contractor shall include this provision and require this provision to be contained in all subcontracts for work performed under this agreement.

The work performed by this agreement may also be subject to the State's prevailing wage laws, Chapter 39.12 RCW.

#### **D. Protection of Whistleblowers**

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct,) a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to covered funds;
- Gross waste of covered funds;
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

#### **E. ARRA – Listing Recovery Act Jobs with the Employment Security Department**

This agreement is funded with federal stimulus funds (under the American Recovery & Reinvestment Act), which has strict reporting requirements for funds spent and jobs created or retained are attached as Attachment C and incorporated herein. All job openings created by the Contractor for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Sub-Contractors hired by the Contractor also must be required to list jobs and report hiring results to WorkSource. Existing Contractor or Sub-Contractor employees who are retained using funds from this project also must be reported to WorkSource.

WorkSource will pre-screen and refer qualified job candidates for the Contractor's consideration. The Contractor also has the discretion to use other, additional recruitment systems and retains the right to make all hiring decisions.

To begin the listing and reporting process, contact the ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849 or [ARRA@esd.wa.gov](mailto:ARRA@esd.wa.gov).

#### **F. Office of Management and Budget (federal) Guidance**

This award is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on [www.recovery.gov](http://www.recovery.gov), and any subsequent guidance documents issued by the Office of Management and Budget.

#### **G. Government Accounting Office/Inspector General Access:**

The Contractor/ agrees to comply with the requirements as described in the Access of Government Accountability Office, Section 902, of the American Recovery and Reinvestment Act of 2009. This section gives the Comptroller general and his representatives' authorization:

- 1) To examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) To interview any officer or employee of the Contractor or any of its subcontracts, or of any State of local government agency administering the agreement, regarding such transactions.

#### **Certification Regarding Suspension, Debarment, and Other Responsibility Matters**

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their Contractors and have provided pertinent regulations in the Code of Federal Regulations. The Contractor, by signing this agreement, certifies that it is not suspended, debarred or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is [www.epls.gov](http://www.epls.gov).

#### **Rights and Obligations**

Attachment A contains the Scope of Work and Attachment B contains the General Terms and Conditions governing the activities to be performed under this agreement, the nature of the working relationship between the DNR and the Contractor. All rights and obligations of the parties to this agreement shall also be subject to and governed by the Special Terms and Conditions of the agreement and all of the attachments incorporated by reference herein.

#### **Grant Disbursements and Payment**

**Amount of Grant.** The total grant shall not exceed *write out the amount (\$ place the numeric value here.)*, and will be disbursed upon satisfactory completion of timely deliverables as described in Attachment A and in compliance with all agreement terms. Grant disbursement shall be on a cost reimbursement basis for costs incurred in the performance of this agreement.

**Time of Disbursement.** Disbursement shall be considered timely if made by the DNR within thirty (30) days after receipt of properly completed invoice vouchers. Disbursement shall be

sent to the address designated by the Contractor. The DNR may, in its sole discretion, terminate this agreement or withhold disbursements claimed by the Contractor if the Contractor fails to satisfactorily comply with any term or condition of this agreement or if USDA Forest Service federal funding which the DNR receives is no longer available.

**Method of Disbursement.** Requests for disbursement under this agreement shall be submitted by the Contractor on invoice vouchers prepared in the manner prescribed by the DNR. These vouchers shall include such information as is necessary for the DNR to determine the exact nature of all expenditures. Each voucher will clearly indicate that it is for activities under this agreement.

**Expenses.** No additional requests for costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and the agreement's conditions are included in the grant's amount stated in the "Amount of Grant" above and no additional disbursements shall be made under this agreement.

### **Recapture Provision**

In the event the Contractor fails to expend funds in accordance with any federal or state law or regulation or the provisions of this agreement, the DNR reserves the right to recapture funds in the amount equivalent to the amount of noncompliance. Repayment by the Contractor of funds under this section shall occur within 30 days of demand.

### **Federal Audit Requirements**

Contractor agrees that if it expends an aggregate amount of \$500,000 or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to DNR and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to DNR's records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to DNR requests for information or corrective action concerning audit issues within 30 days of the date of request. The DNR reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

### **Acceptance**

Disbursement shall be payable to the Contractor only upon completion of agreement by the Contractor, and acceptance by the DNR. If a deliverable is not acceptable to the DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of the defects in the deliverable and any proposed remedy. The Contractor shall respond to this notice in writing with ten (10) working days specifying action to be taken so as to permit acceptance by the DNR.

## **Performance Reporting**

The Contractor shall immediately contact the DNR Contract Manager in person or by fax or telephone should any adverse conditions arise. A final report to DNR is due upon the completion date of the agreement.

## **General Insurance Requirements**

### **Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. A "claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor (hereafter referred to as "sub") or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State for any claim arising out of or incident to Contractor's or any sub's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at State's option. If the Contractor fails to procure and maintain the insurance described below, Contractor shall be in material breach of this contract. In case of breach, State, at its election, shall have the right to terminate the contract or to procure and maintain, at Contractor's expense and substitute insurance with right of offset against any money due Contractor.

All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the department's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State of Washington, Department of Natural Resources shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. Before starting work, Contractor shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the contract and, if requested, copies of policies to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

Contractor shall include all subs as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each sub. Sub(s) must comply fully with all insurance requirements stated herein. Failure of sub(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The state of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by State of Washington, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance.**

Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit



CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent s, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

**Employer's Liability ("Stop Gap") Insurance.**

Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Workers' Compensation Coverage.**

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any sub or sub-sub. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, sub or sub-sub fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or sub employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**Business Auto Policy (BAP).**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance

**Order of Precedence**

Each of the attachments listed below is by this reference hereby incorporated into this agreement. In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations;
- Special Terms and Conditions as contained in the basic agreement instrument;

- Attachment A – Scope of Work;
- Attachment B – General Terms and Conditions;
- Attachment C - ARRA – Listing Recovery Act Jobs with Employment Security Department
- Attachment D – Certification of Compliance with Provisions of the Davis Bacon Act
- Attachment E – Contractor’s Proposal dated \_\_\_\_\_
- Request for Qualifications and Quotations No. \_\_\_\_\_, incorporated by this reference

**Conformance**

If any provision of this agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or law.

**Contract Management**

The Contract Manager for each of the parties shall be the contact person for all communication and billings regarding the performance of this agreement.

Contractor Contract Manager	DNR Contract Manager
Contract Mgr. Name:	Contract Mgr Name
Contractor Name:	Agency : Dept. of Natural Resources
Address:	Address:
City, State, Zip Code	City, State, Zip Code
Phone: ( ) ( ) FAX ( ) ( )	Phone: ( ) ( ) FAX ( ) ( )

**Entire Agreement**

This agreement, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

This agreement is executed by the persons signing below, who warrant they have the authority to execute this agreement.

**(CONTRACTOR)****Department of Natural Resources**\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date\_\_\_\_\_  
Date

Approved as to form only by  
Michael Rollinger, AAG  
October 22, 2009

## **Attachment B GENERAL TERMS AND CONDITIONS**

### **Amendments**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **Assignability**

This agreement, and any claim arising under this agreement, is not assignable or delegable by the Contractor either in whole or in part.

### **Closeout**

The Contractor must submit all requests for reimbursement for activities under this agreement to the DNR so that they are received no later than thirty (30) days following the termination of this agreement. If an earlier date is specified in this agreement, the earlier date shall take precedence.

### **Compliance with Applicable Statutes, Rules and Policies**

All applicable state and federal laws and regulations, and agency policies govern this agreement.

### **Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### **Deductions**

The DNR shall make no deductions from the stated amount of the grant for income tax, social security taxes, medical insurance, industrial insurance, license fees or deduction of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

### **Funding**

In the event funding from federal, state, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement, and prior to normal completion, the DNR may terminate the agreement under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at the DNR's discretion under those new funding limitations and conditions.

### **Governing Law**

This agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **Independent Capacity of Contractor**

The Contractor and its employees or agents performing under this agreement are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or

employee of the DNR or of Washington State by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Washington law.

**Invoice(s) Select one of the two shaded areas below and deleted the other.**

**Invoices are due in to DNR no later than the 20<sup>th</sup> of each month.**

Invoice Vouchers shall provide:

- Agreement Number
- CFDA Number 10.688
- Month of Service being Reported On
- Certification of Compliance with Provisions of the Davis-Bacon Act
- Number of Jobs (Only report those jobs being directly charged to this contract)
- Total number of hours worked this reporting period
- Cost breakdown by Laborer, Foreman and equipment for plans completed
- Identify Project Status as:
  - Not started
  - Less than 50% complete
  - Completed 50% or more
  - Fully Complete

### **Non-Discrimination**

During the performance of activities under this agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy, this agreement may be rescinded, cancelled or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements with the DNR.

### **Publicity**

The Contractor agrees to submit to the DNR all publicity matters relating to this agreement wherein the DNR's name is mentioned or language used from which the connection of the DNR's name may, in the DNR's judgment, be inferred or implied. The Contractor agrees not to publish or use such publicity matters without the prior written consent of the DNR.

### **Records Maintenance**

The Contractor shall maintain books, records, documents, data and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review or audit by the DNR, personnel duly authorized by the DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is

started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**Right of Inspection**

The Contractor shall provide right of access to its facilities to the DNR or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance compliance, and/or quality assurance under this agreement.

**Severability**

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

**Termination for Convenience**

The DNR may terminate this agreement in whole or in part by written notice to the Contractor when it is in the best interest of the DNR. If this agreement is so terminated, the DNR shall be liable only for disbursements in accordance with the terms of this agreement for activities completed prior to the effective date of termination.

**Waiver**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by authorized representatives of the DNR.

**Disputes**

The parties shall make every effort to resolve disputes arising out of or relating to this agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. Both parties shall share equally in the costs of such disputes process. This disputes process shall precede any action in a judicial or quasi-judicial tribunal.

## Attachment A

### Scope of Activity for Grant Agreement No: \_\_\_\_\_

**GRANTEE:** Contractor's Company

**DELIVERABLES:** Contractor's Company will:

Meet with the Grant Manager and Administrative Contractor to review the grant agreement and to develop a plan of work for accomplishing the deliverables of the grant.

Provide for the following professional services:

1. Supervise and monitor Contractor's Company fuel modification crew work.
  - a. Seek to resolve landowner questions and disputes about work performed by Contractor's Company. Cooperate with DNR to solve disputes that are not resolved after the initial contact by Contractor's Company.
2. Provide the following fuel modification crew services as requested by the DNR:
  - a. Coordinate hand crews and equipment for fuel reduction projects.
  - b. Schedule and dispatch crews to work sites.
  - c. Perform fuel modification work as specified on fuel reduction plans prepared and approved by the DNR and/or the Administrative Contractor.
  - d. Fuel modification hand crews shall consist of one foreman, three laborers, transportation and all saws and equipment needed to conduct fuel modification work unless otherwise specified by DNR.
  - e. Grantee will verify that boundaries of fuel modification work is clearly marked and within the boundaries of the landowner's property before beginning work.
  - f. Grantee will meet all Industrial Fire Precaution Level restrictions.
3. Submit an invoice monthly to DNR for reimbursement. Invoice will identify the project area and plans completed. Invoice will include sales tax unless otherwise notified. Invoices must be approved in writing by the Grant Manager and sent to:

Washington State Department of Natural Resources  
Resource Protection Division  
P.O. Box 47037  
Olympia, WA 98504-7037

Reimbursement will be paid at the following rates, not including sales tax:

- a. \$\_\_\_\_\_ per hour for a Chipper
- b. \$\_\_\_\_\_ per hour for a Foreman
- c. \$\_\_\_\_\_ per hour for a Laborer
- d. \$\_\_\_\_\_ per hour for a Mechanical Masticator